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Type of Instrument: JUDGMENT OF FORECLOS
Recorded: 2/28/2019
Index Number: 16 604390 Sequence Number: 1861
Plaintiff(s) :

WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST C

Defendant(s) :

CAPRISECCA, ANTHONY

Attorney(s) :

TAX_MAP_NO:

Liber Page(s):
M00021758-061

ADDITIONAL INFORMATION EXISTS PLEASE SEE DOCUMENT
THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Judith A. Pascale
County Clerk, Suffolk County

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E-FILE

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21758
061

At Part 37 of the Supreme Court of the State of New York held in and for the County of Suffolk, at the Suffolk County Supreme Court located thereof at 1 Court Street, Riverhead, New York 11901, on the 7 day of February 2019

PRESENT: HON. THOMAS F. WHELAN,
JUSTICE OF THE SUPREME COURT

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Mot. Seq. # 002 - MG
Case Disposed: Yes

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP,

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Plaintiff,

-against-

ANTHONY CAPRISECCA, JR. A/K/A ANTHONY C. CAPRISECCA A/K/A ANTHONY CHARLES CAPRISECCA A/K/A A. C. CAPRISECCA, JR., NICOLE CAPRISECCA A/K/A NICOLE M. CAPRISECCA, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, MIDLAND FUNDING LLC APO CITIBANK NA, PORTFOLIO RECOVERY ASSOCIATES LLC and CLERK OF SUFFOLK COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY,

Defendants.

Index No.: 2016/604390

ORDER CONFIRMING REFEREE REPORT AND JUDGMENT OF FORECLOSURE AND SALE AND ORDER AMENDING THE CAPTION

Property Address:
3 MAGIC MOUNTAIN DRIVE, CORAM, COUNTY OF SUFFOLK, STATE OF NEW YORK 11727

SBL #: DISTRICT 0200, SECTION 316.00, BLOCK 01.00, LOT 008.000, ITEM 23-83026

ENTERED: FEB 28 2019
AT: 1249 pm

No Directive

UPON the Summons, Complaint, and Notice of Pendency filed in this action on March 18, 2016, the Notice of Motion dated December 24, 2018, the affirmation of Robert Link, Esq., and the exhibits annexed thereto, the affidavit of merit and amount due by Elizabeth Gonzales who is Default Document Manager of CARRINGTON MORTGAGE SERVICES, LLC as servicer and attorney-in-fact for WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST C , duly sworn to on November 9,

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2018, together with the exhibits annexed thereto, all in support of Plaintiff's motion for a Judgment of Foreclosure and Sale; and

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UPON proof that each of the Defendants herein has been duly served with the Summons and Complaint in this action and did not answer or otherwise appear, nor had their time to so do extended; and it appearing that more than the legally required number of days had elapsed since the Defendants were served and/or appeared; and Plaintiff having established to the court's satisfaction that a judgment against defendants is warranted; and

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UPON the affidavit of mailing reflecting compliance with CPLR 3215(g)(3)(iii); and

UPON proof that the defendants are not absent, in accordance with RPAPL §1321(2); and

A Referee having been appointed to compute the amount due to Plaintiff upon the bond/note and mortgage set forth in the Complaint and to examine whether the mortgaged property can be sold in parcels; and

UPON reading and filing the Report of Anthony M. Parlatore, Esq. dated December 3, 2018, showing the sum of $443,253.71 due as of November 1, 2017 and that the mortgaged property may not be sold in parcels; and

UPON proof of due notice of this motion upon all parties entitled to receive same, and upon all the prior proceedings and papers filed herein;

NOW, on motion by Robert Link, Esq., attorney for the Plaintiff, it is hereby

ORDERED, ADJUDGED AND DECREED that the motion is granted; and it is further

ORDERED, that the caption of the action be amended by naming WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST C, as the Plaintiff; and it is further

ORDERED, that the caption be amended to read as follows:

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WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST C,

Plaintiff,

-against-

ANTHONY CAPRISECCA, JR. A/K/A ANTHONY C. CAPRISECCA A/K/A ANTHONY CHARLES CAPRISECCA A/K/A A. C. CAPRISECCA, JR., NICOLE CAPRISECCA A/K/A NICOLE M. CAPRISECCA, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, MIDLAND FUNDING LLC, CAPITAL ONE BANK (USA), N.A., PORTFOLIO RECOVERY ASSOCIATES LLC and CLERK OF SUFFOLK COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY,

Defendants.

Index No. 2016/604390

AND it is further

ORDERED, ADJUDGED AND DECREED that the Referee's Report be, and the same is, hereby in all respects ratified and confirmed; and it is further

ORDERED, ADJUDGED AND DECREED, that the mortgaged property described in the Complaint and as hereafter described, or such part thereof as may be sufficient to discharge the mortgage debt, the expenses of the sale, and the costs of this action as provided by the RPAPL be sold, within 90 days of the date of this Judgment, in one parcel, at a public auction at the BROOKHAVEN TOWN HALL 1 INDEPENDENCE HILL FARMINGVILLE, NY 11738 by and under the direction of Anthony M. Parlatore, Esq. who is hereby appointed Referee for that purpose; that said Referee give public notice of the time and place of sale in accordance with RPAPL §231 in one (1) newspaper designated herein as Brookhaven Review; and it is further

ORDERED, ADJUDGED AND DECREED that by accepting this appointment, the Referee certifies that he/she is in compliance with Part 36 of the Rules of the Chief Judge

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(22 NYCRR Part 36), including, but not limited to §36.2 (c) ("Disqualifications from appointment") and §36.2 (d) ("Limitations on appointments based upon compensation"); and, if the Referee is disqualified from receiving an appointment pursuant to the provisions of that Rule, the Referee shall immediately notify the Appointing Judge; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee is prohibited from accepting or retaining any funds for himself/herself or paying funds to him/herself without compliance with Part 36 of the Rules of the Chief Administrative Judge; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee shall conduct the foreclosure sale only if Plaintiff, its successors and/or assignees, or its representative is present at the sale or the Referee has received a written bid and Terms of Sale from Plaintiff, its successors and/or assigns, or its representative; and it is further

ORDERED, ADJUDGED AND DECREED that if the Referee does not conduct the sale within 90 days of the date of the judgment, in accordance with CPLR 2004, the time fixed by RPAPL §1351(1) is extended for the Referee to conduct the sale as soon as reasonably practicable; and it is further

ORDERED, ADJUDGED AND DECREED that at the time of sale the Referee shall accept a written bid from the Plaintiff or the Plaintiff's attorney, just as though Plaintiff were physically present to submit said bid; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee shall accept the highest bid offered by a bidder who shall be identified upon the court record, and shall require that the successful bidder immediately execute Terms of Sale for the purchase of the property, and pay to the Referee, in cash or certified or bank check, ten percent (10%) of the sum bid, unless the successful bidder is Plaintiff in which case no deposit against the purchase price shall be required; and it is further

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ORDERED, ADJUDGED AND DECREED that, in the event the first successful bidder fails to execute the Terms of Sale immediately following the bidding upon the subject property or fails to immediately pay the ten percent (10%) deposit as required, the property shall immediately and on the same day be reoffered at auction; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee shall then deposit the down payment and proceeds of sale, as necessary, in _____ in his own name as Referee, in accordance with CPLR 2609; and it is further

ORDERED, ADJUDGED AND DECREED that after the property is sold, the Referee shall execute a deed to the purchaser, in accordance with RPAPL §1353 and the terms of sale, which shall be deemed a binding contract; and it is further

ORDERED, ADJUDGED AND DECREED that, in the event a party other than the Plaintiff becomes the purchaser at the sale, the closing of title shall be held no later than 30 days after the date of such sale unless otherwise stipulated by all parties to the sale; and it is further

ORDERED, ADJUDGED AND DECREED that, if Plaintiff (or its affiliate, as defined in paragraph (a) of subdivision 1 of section six-I of the Banking Law) is the purchaser, such party shall place the property back on the market for sale or other occupancy: (a) within 180 days of the execution of the deed of sale, or (b) within 90 days of completion of construction, renovation, or rehabilitation of the property, provided that such construction, renovation, or rehabilitation proceeded diligently to completion, whichever comes first, provided however, that a court of competent jurisdiction may grant an extension for good cause; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee, on receiving the proceeds of such sale, shall forthwith pay therefrom, in accordance with their priority according to law, all

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taxes, assessments, sewer rents, or water rates, which are, or may become, liens on the property at the time of sale, with such interest or penalties which may have lawfully accrued thereon to the date of payment; and it is further

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ORDERED, ADJUDGED AND DECREED, that the Referee then deposit the balance of said proceeds of sale in her/his own name as Referee in Hoze Rock, and shall

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thereafter make the following payments in accordance with RPAPL §1354, as follows:

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FIRST: The Referee's statutory fees for conducting the sale, in accordance with CPLR 8003(b), not to exceed $500.00 ~~unless the property sells for $50,000.00 or more;~~

SECOND: All taxes, assessments, and water rates that are liens upon the property and monies necessary to redeem the property from any sales for unpaid taxes, assessments, or water rates that have not become absolute, and any other amounts due in accordance with RPAPL §1354(2). Purchaser shall be responsible for interest and penalties due on any real property taxes accruing after the sale. The Referee shall not be responsible for the payment of penalties or fees pursuant to this appointment. The Purchaser shall hold the Referee harmless from any such penalties or fees assessed;

THIRD: The expenses of the sale and the advertising expenses as shown on the bills presented and certified by said Referee to be correct, duplicate copies of which shall be annexed to the report of sale;

FOURTH: The Referee shall then pay to the Plaintiff or its attorney the following:

Amount Due per Referee's Report: $443,253.71 with interest at the note rate from August 1, 2012 until November 1, 2017, together with any advances as provided for in the note and mortgage which Plaintiff has made for taxes, insurance, principal, and interest, and

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any other charges due to prior mortgages or to maintain the property pending consummation

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of this foreclosure sale, not previously included in the computation, upon presentation of receipts for said expenditures to the Referee, all together with interest thereon pursuant to the note and mortgage, and then with interest from the date of entry of this judgment at the

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statutory rate until the date the deed is transferred;

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Costs and Disbursements: $ 2060.00 adjudged to the Plaintiff for costs and

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disbursements in this action (add if applicable, as taxed or calculated by the Clerk and inserted herein), with interest at the statutory judgment rate from the date of entry of this judgment;

Additional Allowance: $ 300.00 is hereby awarded to Plaintiff in addition to costs, with interest at the statutory judgment rate from the date of entry of this judgment, pursuant to CPLR Article 83;

Attorney Fees: $ 4250.00 is hereby awarded to Plaintiff as reasonable legal fees herein, with interest at the statutory rate from the date of entry of this judgment;

$ 49

FIFTH: Surplus monies arising from the sale shall be paid into ~~court~~ Comptroller by the officer conducting the sale within five days after receipt in accordance with RPAPL §1354(4) and in accordance with local County rules regarding Surplus Monies; and it is further

ORDERED, ADJUDGED AND DECREED that if the Plaintiff is the purchaser of the property, or in the event that the rights of the purchasers at such sale and the terms of sale under this judgment shall be assigned to and be acquired by the Plaintiff, and a valid assignment thereof is filed with said Referee, said Referee shall not require Plaintiff to pay in cash the entire amount

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bid at said sale, but shall execute and deliver to the Plaintiff or its assignee, a deed or deeds of the property sold upon the payment to said Referee of the amounts specified in items marked "First", "Second", and "Third" above; that the Referee shall allow the Plaintiff to pay the amounts specified in "Second" and "Third" above when it is recording the deed; that the balance of the bid, after deducting the amounts paid by the Plaintiff, shall be applied to the amount due Plaintiff as specified in paragraph "Fourth" above; that Plaintiff shall pay any surplus after applying the balance of the bid to the Referee, who shall deposit it in accordance with paragraph "Fifth" above; and it is further

ORDERED, ADJUDGED AND DECREED that all expenses of recording the Referee's deed, including real property transfer tax, which is not a lien upon the property at the time of sale, shall be paid by the purchaser, not by the Referee from sale proceeds, and that any transfer tax shall be paid in accordance with Tax Law §1404; and it is further

ORDERED, ADJUDGED AND DECREED that the mortgaged property is to be sold in one parcel in "as is" physical order and condition, subject to any condition that an inspection of the property would disclose; any facts that an accurate survey of the property would show; any covenants, restrictions, declarations, reservations, easements, right of way, and public utility agreements of record, if any; any building and zoning ordinances of the municipality in which the mortgaged property is located and possible violations of same; any rights of tenants or persons in possession of the subject property; prior liens of record, if any, except those liens addressed in RPAPL §1354; any equity of redemption of the United States of America to redeem the property within 120 days from the date of sale; and any rights pursuant to CPLR 317, 2003, and 5015, or any appeal of the underlying action or additional litigation brought by any defendant or its successor or assignee contesting the validity of this foreclosure; and it is further

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ORDERED, ADJUDGED AND DECREED that the purchaser be let into possession of the property upon production in hand of the Referee's Deed or upon personal service of the Referee's deed in accordance with CPLR 308; and it is further

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ORDERED, ADJUDGED AND DECREED that the Defendants in this action and all persons claiming through them and any person obtaining an interest in the property after the filing of the Notice of Pendency are barred and foreclosed of all right, claim, lien, title, and interest in the property after the sale of the mortgaged property; and it is further

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ORDERED, ADJUDGED AND DECREED that within 30 days after completing the sale and executing the proper conveyance to the purchaser, unless the time is extended by the court, the officer making the sale shall file with the clerk a report under oath of the disposition of the proceeds of the sale in accordance with RPAPL §1355(1) and follow all local County rules regarding handling of Surplus Monies; and it is further

ORDERED, ADJUDGED AND DECREED that if the purchaser or purchasers at said sale default(s) upon the bid and/or the terms of sale the Referee may place the property for resale without prior application to the Court unless Plaintiff's attorneys shall elect to make such application; and it is further

ORDERED, ADJUDGED AND DECREED that Plaintiff shall serve a copy of this Judgment with Notice of Entry upon the owner of the equity of redemption, any tenants named in this action, and any other parties or persons entitled to service, including the Referee appointed herein; and it is further

ORDERED, ADJUDGED AND DECREED that nothing herein shall be deemed to relieve Plaintiff of any obligation imposed by RPAPL §1307 and RPAPL §1308 to secure and maintain the property until such time as ownership of the property has been transferred and the deed duly recorded; and it is further

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Title 365 Inc
420 Rouser Road, Bldg 3
Coraopolis, PA 15108

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SCHEDULE A

DESCRIPTION OF MORTGAGED PREMISES

Title No. BAC-15003635

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ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, Suffolk County, State of New York, being known and designated as Lot No. 1026 on a certain Map entitled, "Map of Englewood Hills, Section Twelve drawn on May 12, 1972" and filed in the Office of the Clerk of the County of Suffolk on April 9, 1973 as Map No. 5891.

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BEGINNING at a point on the Northerly side of Magic Mountain Drive distant 117 feet Westerly from the Westerly end of a curve which connects the Northerly side of Magic Mountain Drive and the Westerly side of Daytona Beach Place;

RUNNING THENCE the following two courses and distances along the Westerly side of Magic Mountain Drive;

1) Northwesterly along a curve bearing to the right with a radius of 461.94 feet a distance of 109.43 feet;

2) North 58 degrees 05 minutes 31 seconds West 7 feet;

RUNNING THENCE North 31 degrees 54 minutes 29 seconds East 150 feet;

RUNNING THENCE South 62 degrees 29 minutes 21 seconds East 84.12 feet;

RUNNING THENCE South 19 degrees 30 minutes 59 seconds West 146.97 feet to a point on the Northerly side of Magic Mountain Drive being the point and place of BEGINNING.

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ORDERED, ADJUDGED AND DECREED that, when the Referee files a report of sale, he or she shall concurrently file a Foreclosure Actions Surplus Monies Form; and it is further

ORDERED, ADJUDGED AND DECREED that to ensure compliance herewith, Plaintiff shall file a written report with the court within six months from the date of entry of this judgment stating whether the sale has occurred and the outcome thereof.

Said property is commonly known as 5 MAGIC MOUNTAIN DRIVE, CORAM, NY 11727.

The legal description of the mortgaged property referred to herein is annexed hereto as Schedule A.

DATED: _____

GRANTED

FEB 07 2019

JUDITH A. PASCALE
Clerk of Suffolk County

ENTER:

J.S.C.

HON. THOMAS F. WHELAN

GRANTED

FEB -7 2019

Judith A. Pascale
CLERK OF SUFFOLK COUNTY

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FILED

2019 FEB 28 P 12:49

JUDITH A. PASCALE
SUFFOLK COUNTY CLERK

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

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BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP,

Not For Legal Use

Plaintiff,

-against-

Not For Legal Use

ANTHONY CAPRISECCA, JR. A/K/A ANTHONY C. CAPRISECCA A/K/A ANTHONY CHARLES CAPRISECCA A/K/A A. C. CAPRISECCA, JR., NICOLE CAPRISECCA A/K/A NICOLE M. CAPRISECCA, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, MIDLAND FUNDING LLC APO CITIBANK NA, PORTFOLIO RECOVERY ASSOCIATES LLC and CLERK OF SUFFOLK COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY,

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Defendants.

Index No. 2016/604390

COSTS OF PLAINTIFF

Property Address:
3 MAGIC MOUNTAIN DRIVE,
CORAM, NY 11727

SBL #: DISTRICT 0200,
SECTION 316.00, BLOCK 01.00,
LOT 008.000, ITEM 23-83026

COST TAXED AT $ 2060.00
TIME _____ DAY OF _____
FEB 28 2019
JUDITH A. PASCALE
CLERK OF SUFFOLK COUNTY

COSTS

Costs before Note of Issue - CPLR 8201(1)			$200.00
Allowance by statute - CPLR 8302(a)(b)			
	First $200.00 at 10%	$20.00	
	Next $800.00 at 5%	$40.00	
	Next $2000.00 at 2%	$40.00	
	Next $5000.00 at 1%	$50.00	
			$150.00
Additional allowance - CPLR 8302(d)			$50.00
Discretionary costs on motion - CPLR 8303(a)(l)			$0.00

FEES AND DISBURSEMENTS

Fee for index number.....	CPLR 8018(a)	$400.00
Referee's fee to compute, per order of the court.....	CPLR 8003(a)	$250.00
Paid for searches.....	CPLR 830l(a)(10)	$0.00
Serving copy of Summons and Complaint.....	CPLR 8301(d)	$825.00
Reproduction costs	CPLR 8301(a)(6)	$0.00
Fees for publication of Summons.....	CPLR 8301(a)(3)	$0.00
Certified copies of papers.....	CPLR 830l(a)(4)	$0.00
Request for judicial intervention	CPLR 8020(a)	$95.00

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Clerk's fee for filing of Notice of Pendency.....	CPLR 8021(a)(10)	$0.00
Skip trace fees.....	CPLR 8301(d)	$0.00
Motion fees.....	CPLR 8020(a)	$90.00
Note of Issue.....	CPLR 8020(a)	$0.00

Total.....	**$2,060.00**

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ATTORNEY'S AFFIRMATION

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The undersigned, Robert Link, Esq., pursuant to CPLR 2106 and under penalties of perjury affirms as follows:

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That he is the attorney of record for the Plaintiff in the above-captioned action, that the foregoing disbursements have been incurred in this action and are reasonable in amount, and that the copies of documents or papers charged for herein were actually and necessarily obtained.

Dated: December 28, 2018
Roslyn Heights, New York

DAVID A. GALLO & ASSOCIATES LLP

By: _____
ROBERT LINK, ESQ.
Attorneys for Plaintiff
99 Powerhouse Road - First Floor
Roslyn Heights, NY 11577
(516) 583-5330
(516) 583-5333 - fax

TO: **ANTHONY CAPRISECCA, JR. A/K/A ANTHONY C. CAPRISECCA A/K/A ANTHONY CHARLES CAPRISECCA A/K/A A. C. CAPRISECCA, JR.**
3 MAGIC MOUNTAIN DRIVE
CORAM, NY 11727

NICOLE CAPRISECCA A/K/A NICOLE M. CAPRISECCA
3 MAGIC MOUNTAIN DRIVE
CORAM, NY 11727

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